

## CONDITIONS OF APPROVAL

### A. Entitlement Conditions

1. **Site Plan.** The use and development of the subject property shall be in substantial conformance with the site plan labeled Exhibit "A". Prior to the issuance of building permits for individual structures, detailed development plans including a site plan illustrating elevations, facades, and architectural treatment, and a landscape/irrigation plan shall be submitted for review and approval by the Planning Department. The plans shall comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **12.24-Y Special Permission for a Reduction of Off-street Parking.** The project shall be granted a 10 percent reduction in the required number of parking spaces for individual commercial uses within 1,500 feet from a fixed transit station (Martin Luther King Jr. Station).
3. **Shared Parking.**
  - a. **Entitlement.** Off-street parking shall be permitted to be shared between the commercial uses, thus allowing for a total of 4,829 required parking spaces for the site. Reserved space such as handicap, van pool, or other restricted spaces shall not be shared.
  - b. **Parking Location.** The maximum distance between each participating building or use and the nearest point of the shared parking facility shall be 750 feet, measured as provided in LAMC Section 12.21-A.4(g)
  - c. **Covenant.** Prior to the utilization of this grant, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP 6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the subject case file.
4. **Height.** The proposed buildings shall be subject to the following heights limits as shown in Exhibit A, Proposed Building Heights:
  - Office building – 135 feet (North Area)
  - Mixed-use residential and commercial uses – 89 feet (North Area)
  - Retail Village – 30 feet above plaza (South Area)
  - Hotel – 94 feet (South Area)
  - Hotel meeting rooms – 30 feet above plaza (South Area)
  - Residential condominiums – 68 feet (South Area)
  - North parking structure – 60 feet (South Area)
  - South parking structure – 50 feet (South Area)
  - Street front retail along Marlton Avenue – 20 feet (South Area).
5. **Access.** The project shall provide pedestrian access and visibility to the existing businesses located at 3625 and 3637 Stocker Street (IHOP Restaurant). Pedestrian and vehicular access shall be provided from the project site during construction and operation of the project.

6. **Fence.**
  - a. North Area. Prior to the issuance of the first Certificate of Occupancy for a project in the North Area, the existing wrought iron fence that surrounds the North Area site shall be removed.
  - b. South Area. Prior to the issuance of the first Certificate of Occupancy for a project in the South Area, the existing wrought iron fence that surrounds the site shall be removed.
7. **Solar.** The project shall provide a minimum of 300 kilowatts of solar power.
8. **Specific Plan.** Prior to the issuance of a building permit or grading permit for the first commercial building, a Covenant and Agreement shall be recorded to comply with the South Los Angeles Alcohol Sales Specific Plan for off-site alcohol sales sites.
9. **Streetscape Plan.** The project shall be designed in compliance with the Crenshaw Boulevard Streetscape Plan.
10. **Bicycle Parking.** On-site bicycle parking shall be provided in compliance with LAMC Section 12.21-A,16.
11. **Maintenance.** The subject property (including any trash storage areas, associated parking facilities, sidewalks, driveways, yard areas, parkways, and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.
12. **Graffiti Removal.** All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
13. **Aesthetics.** The structure, or portions thereof shall be maintained in a safe and sanitary condition and good repair and free of graffiti, trash, overgrown vegetation, or similar material, pursuant to Municipal Code Section 91,8104. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the decision maker.
14. **Signage.** Signage for the project shall comply with the LAMC.
15. **Green Wall.** The façades of the parking structure adjacent to the proposed residential buildings in the South Area, shall provide a green wall or green screen system to create a visual buffer.
16. **EV Parking.** The Proposed Project shall include at least twenty percent (20%) of the total Code-required net new parking spaces provided for all types of parking facilities, but in no case less than one location, shall be capable of supporting future electric vehicle supply equipment (EVSE) or alternative fuel. Plans shall indicate the proposed type and location(s) of EVSE or comparable vehicle charging systems and also include raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to simultaneously charge all electric vehicles at all designated EV charging locations at their full rated amperage. Plan design shall be based upon Level 2 or greater EVSE at its maximum operating capacity. Of the 20% EV Ready or alternative fuel, five (5)% of the total Code-required net new parking spaces shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking areas. When the application of either the 20% or 5% results in a fractional space, round up to the next whole number. A

label stating "EVCAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.

17. **Security Plan.** The Project Applicant shall develop and implement a Security Plan in consultation with the LAPD outlining the security services and features to be provided in conjunction with the Proposed Project. The plan shall be coordinated with the LAPD and a copy of said plan shall be filed with the LAPD Southwest Area Commanding Officer. Said security plan may include some or all of the following components:
  - a. Provisions for an on-site private security force for the Proposed Project On-site security services shall provide a 24-hour presence. Security officers shall be responsible for patrolling all common areas including the service corridors and alleys, parking garages and lots, and stairwells.
  - b. The parking garages shall be fitted with emergency features such as closed circuit television (CCTV) or garages shall be fitted with emergency features such as closed circuit television (CCTV) or emergency call boxes that would provide a direct connection with the on-site security force or LAPD 911 emergency response system.
  - c. The proposed security plan shall incorporate low-level and directional security lighting features to effectively illuminate Project entryways, seating areas, lobbies, elevators, service areas, and parking areas with sufficient illumination and minimum dead space to eliminate areas of concealment. Full cut-off fixtures shall be installed that minimize glare from the light source and provide light downward and inward to structures to maximize visibility.

## **B. Administrative Conditions**

18. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews or approval, plans, etc, as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.
19. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
20. **Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.
21. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, legislation or their successors, designees or amendment to any legislation.
22. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.

23. **Building Plans.** Page 1 of the grant and all the conditions of approval shall be printed on the building plans submitted to the City Planning Department and the Department of Building and Safety.
24. **Indemnification and Reimbursement of Litigation Costs.** Applicant shall do all of the following:
- i. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of, in whole or in part, the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
  - ii. Reimburse the City for any and all costs incurred in defense of an action related to or arising out of, in whole or in part, the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.
  - iii. Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
  - iv. Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
  - v. If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

“Action” shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created.